

770825-11  
R E S O L U T I O N

WHEREAS, the Austin Transit System has been providing transportation for medically related trips made by the State Department of Human Resources (formerly the Department of Public Welfare) clients since October of 1975; and,

WHEREAS, such provision has been mutually beneficial to the State Department and to the City of Austin; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager or the Deputy City Manager shall be, and is hereby, authorized to enter into a contract with the State Department of Human Resources for the transportation of medically related trips for State Department of Human Resources clients within the Austin-Travis County area, the said contract being attached hereto as Exhibit "A."

ADOPTED:

August 25

1977. ATTEST:

Grace Monroe  
City Clerk

24AUG77  
JCS:sh

THE STATE OF TEXAS

COUNTY OF TRAVIS

## TRANSPORTATION

## PROVIDER CONTRACT

The Texas State Department of Human Resources, hereinafter referred to as the Agency, and the City of Austin, hereinafter referred to as the Contractor, hereby make and enter into this contract, including all attachments and documents specifically incorporated herein, which constitutes the entire agreement under the above number between the Contractor and the Department.

- 1 -

The parties hereto mutually agree to the following provisions:

- A. The scope and coverage of the services to be provided by the Contractor under this contract, and budget and/or basis for payment for these services are described and included in the attached Plan of Operation. Such Plan of Operation has been submitted by the Contractor and approved by the Agency, and such Plan is hereby incorporated in this contract in its entirety by specific reference. The Plan will be maintained on file with the Agency as a part of this contract. Any change, modification or amendment thereto, or renewal thereof, must be made with the prior written approval of the Agency except as otherwise provided in this contract, and any such change, modification or amendment to, or renewal of, such Plan is not effective until approved by the Agency. Such original Plan of Operation together with any approved amendment as maintained on file by the Agency will be considered to be the controlling instruments in case any dispute arises relative to the wording of any portion of such Plan of Operation or amendment thereto.
- B. Contractor will attempt to provide Agency with the transportation services set forth in the Plan of Operation subject to compensation from the Agency in the amount that reasonably compensates Contractor for the level of services requested by Agency. In the event the compensation set forth in the Plan of Operation is inadequate for the estimated services, Contractor and Agency shall mutually agree upon a corrective course of action which may reduce or increase service or compensation as appropriate.
- C. The Agency will monitor and conduct fiscal and/or program audits at reasonable times and provide consultative and technical assistance for the continuous development of the services contemplated by this contract. Access at reasonable times to all books and records pertaining to this contract will be granted to representatives of the United States Department of Health, Education and Welfare and/or the State Department of Human Resources when it is deemed necessary by the Agency for purposes of inspection, monitoring, auditing or evaluating said materials.
- D. The term of this contract will begin with the effective date set out on the last page of this contract and will continue in effect for 12 months. This contract is subject to the availability of State and/or federal funds and if such funds become unavailable, or if the total amount of funds allocated hereunder should become depleted during any budget period and the Agency is unable to obtain additional funds for such purposes, then this contract will be terminated subject to the equitable settlement of the respective accrued interests or obligations, including remaining monthly payments under lease agreement.

EXHIBIT "A"

In the event that the Contractor fails to provide services in accordance with the approved Plan of Operations and in accordance with the provisions of this contract, the Agency may, upon written notice of default to the Contractor, terminate the whole or any part of this contract, and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law under this contract.

Furthermore, in the event that Federal or State laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this contract, on the part of either party, substantially unreasonable or impossible, or if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then, and in that event, the parties shall be discharged from any further obligations created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination, including remaining monthly payments under lease agreement.

- E. This contract may be cancelled by mutual consent; however, if such mutual consent cannot be attained, then, and in that event, either party to this contract may consider it to be cancelled by the giving of sixty (60) days notice in writing to the other party and this contract shall thereupon be cancelled upon the expiration of such sixty (60) days period.
- F. The Contractor is an independent contractor and the Agency shall have no liability for the negligent acts or omissions of the Contractor's employees.

# 11.

The Contractor agrees to:

- A. Provide services in accordance with the aforementioned Plan of Operation and allow the Agency to monitor same.
- B. Provide the Agency, in accordance with the procedures prescribed by the Agency, a verified and proper monthly statement of charges, or certification of expenditures, for services which have been rendered under this contract.
- C. Maintain and retain records, in a manner prescribed by the Contractor, concerning origin and destination of trips and ridership on the demand responsive service. Said documents shall be maintained and retained by the Contractor for a period of three (3) years after the date of submission of the final expenditure report, or until the final resolution of audit questions, whichever is longer.
- D. Make available at reasonable times and for reasonable periods those books and supporting documents kept by the Contractor pertaining to these services for purposes of inspection, monitoring, auditing or evaluation by Agency personnel or their representatives.
- E. Observe regulations as specified by the Texas State Department of Human Resources as they relate to particular programs in providing the services contemplated under this contract.
- F. Comply with appropriate City, County, State and/or Federal licensing requirements or ordinances and with such standards as may be prescribed by the Secretary of the United States Department of Health, Education and Welfare, and which Contractor can comply with in accordance with the amount of compensation provided herein.
- G. Refrain from entering into any subcontract(s) for services without prior approval in writing by the Agency of the qualifications of the subcontractor(s) to perform and meet the standards fixed by this contract and its attached Plan of Operation.

- H. Participate in any evaluation study of this program authorized by the Agency.
- I. Comply with the Federal Civil Rights Act of 1964, as amended, and Tex. Rev. Civ. Stat. Ann. Article 6252, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex or national origin.
- J. Establish a method to secure the confidentiality of records relating to clients in accordance with the applicable federal and state law, rules and regulations.
- K. Be primarily responsible for any audit exception or other payment deficiency in the program covered by this contract which is found to exist.
- L. Permanently identify all equipment purchased under this contract by appropriate tags or labels affixed thereto and maintain a current inventory of such equipment which will be available to the Department at all times upon request.
- M. Dispose of any equipment bought under this contract with funds allocated to the Contractor in keeping with the Federal laws, audit requirements, rules or regulations, if this contract is terminated for any reason.

### III.

The Agency agrees to:

- A. Reimburse the Contractor for the approved monthly expenditures for services which have been rendered in accordance with the terms of this contract and its attached Plan of Operation upon receipt of a proper and verified statement after deducting therefrom any previous overpayment or adding thereto any previous underpayment made by the Agency; reimbursement shall not exceed the amount(s) specified in the attached budget and/or basis for payment.
- B. Certify the eligibility of the persons to be served under this contract.
- C. Recognize the fiscal policies and procedures of the Contractor except where they are in conflict with generally accepted accounting procedures or Federal or State laws, policies, rules and regulations.
- D. Not require Contractor to provide any unique efforts or equipment to assure egress and ingress of handicapped individuals to Contractor's General Transit Service Buses. Agency's clients shall be allowed the same access afforded the general user public on such General Transit Service Buses.
- E. Perform such evaluation studies that the Agency determines to be necessary and report to the appropriate officers of the Contractor the preliminary results of the study before the evaluation is concluded and the findings made a matter of record.
- F. Not hold the City responsible for the delivery of transportation services to Agency's clients other than as expressly set out in the Plan of Operation and then only when the vehicles are available to commence operations.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves effective the      day of      , 1977.

Texas State Department of Human Resources      CITY OF AUSTIN

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title